

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 1
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 29 May 2001	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) Design-Build MATOC
6. ISSUED BY Los Angeles District, COE CESPL-CT West Region Branch P. O. Box 532711 Los Angeles, CA 90053-2325	CODE	7. ADMINISTERED BY (If other than Item 6) Los Angeles District, COE CESPL-CT West Region Branch P. O. Box 532711 Los Angeles, CA 90053-2325	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(<input checked="" type="checkbox"/>)	9A. AMENDMENT OF SOLICITATION NO. DACA09-01-R-0003
		(<input checked="" type="checkbox"/>)	9B. DATED (SEE ITEM 11) 26 April 2001
			10A. MODIFICATION OF CONTRACTS/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(<input checked="" type="checkbox"/>)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DESIGN-BUILD MULTIPLE AWARD TASK ORDER CONTRACT FOR CONSTRUCTION SERVICES, SOUTH PACIFIC DIVISION OF THE U. S. ARMY CORPS OF ENGINEERS

This Amendment revises Sections 00100, 00110 and 00120 of the Request for Proposals. Revisions are in *italic*.

The due date for receipt of proposals is 13 June 2001 at 2 P.M.

All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

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SECTION 00100 Bidding Schedule/Instructions to Bidders

52.0000-4010 INQUIRIES

Perspective bidders/offerors should submit inquiries related to this solicitation by writing or calling the following (collect calls will not be accepted:

(1) For inquiries of a contractual nature (solicitation requirements, interpretation of contractual language) call:

Lucia A. Carvajal

213.452.3240

(2) All technical questions on the specification or drawings will be submitted in writing to:

Address:

USAED-LA, ATTN: Lucia A. Carvajal,
Facsimile No. 213.452.4187.

(3) Please include the solicitation number, project title and location of project with your questions. Written inquiries must be received by this office not later than 14 calendar days prior to bid opening date/date set for receipt of offers.

(4) Oral explanations or instructions are not binding. Any information given to a bidder/offeror which impacts the bid/offer will be given in the form of a written amendment to the solicitation.

52.0000-4023 SAFETY REQUIREMENTS

The bidder's attention is directed to the latest version of U.S Army Corps of Engineers Safety and Health Manual, EM 385-1-1, which will be strictly enforced. This publication may be obtained from the US Army Engineer District, Los Angeles, ATTN: Safety Office, P.O. Box 532711, Los Angeles, California 90053-2325.

52.209-4502 INSTRUCTIONS FOR PREPARING PRE-AWARD SURVEY

In accordance with Section **TBD AT A LATER DATE. This requirement will be addressed during Phase 2 of the RFP which will be issued by Amendment**, Determination of Responsibility of the Offeror by the Contracting Officer, please provide the following information in order to perform a pre-award survey on your firm:

1. List of projects completed for the past three years, including dollar value of each contract.
2. List of projects in progress, percentage of work completed, including dollar value of each contract.
3. The name and qualifications of the employee designated to act as the Project Superintendent/Manager for this contract.

4. Copy of latest financial statement.
5. General description of your firm

Please include this information (Phase 2) in a separate envelope marked Pre-Award Survey with the Cost and Technical Proposals.

52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service, Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be ☐ DX rated order; ☒ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.0000-4023 TELEGRAPHIC BIDS/OFFERS ARE NOT ACCEPTABLE

Any telegram to modify or withdraw a bid/offer sent to this office must be physically delivered to the office designated for receipt of bid/offer by the date and time set for bid opening/receipt of proposals. No one from this office will be dispatched to the local telegraph office to pick up any telegram for any reason.

52.0214-4584 FACSIMILE BIDS/OFFERS

Facsimile bids/offers, modifications thereto, or cancellations of bids/offers will not be accepted.

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FEB 2000)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror

within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.215-16 FACILITIES CAPITAL COST OF MONEY (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of provision)

52.0215-4001 HAND CARRIED PROPOSALS

Hand carried proposals may be deposited in Suite 1040, U.S. Army Engineer District, Los Angeles, 911 Wilshire Blvd, Los Angeles, CA 90017, prior to 2:00 PM on **13 JUN 2001**, the date set for receipt of proposals.

52.215-4009 SUBMISSION OF PROPOSALS

- (a) Envelopes containing offers, cost and technical, etc., must be sealed, marked and addressed follows:

TO: U.S. Army Engineer District, Los Angeles
ATTN: CESPLCT
P.O. Box 532711
Los Angeles, CA 90053-2325

RPF No. **DACA09-01-R-0003**
Proposal Due Date: **13 JUN 2001 at 2 PM**

(b) Hand carried proposals may be deposited prior to the time and date set for receipt of proposals as follows:

US Army Engineer District, Los Angeles
911 Wilshire Blvd, Suite 1040
Los Angeles, California 90017

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Priced Indefinite Quantity Indefinite Delivery contract resulting from this solicitation.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
TBD PER TASK ORDER	TBE PER TASK ORDER

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **TO BE DETERMINED PER TASK ORDER**.

**52.225-10 NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM
REQUIREMENT--CONSTRUCTION MATERIALS (FEB 2000)**

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) Definitions. Construction material, designated country construction material, domestic construction material, foreign construction material, and NAFTA country construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment

of receipt from Mrs. Patricia Brown Trainer, C/O Lucia A. Carvajal, USAED-LA, P.O. Box 532711, Los Angeles, CA 90053-2325

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

**NEXT PAGE IS THE PAST PERFORMANCE QUESTIONNAIRE TO BE SUBMITTED BY
OFFEROR'S
CURRENT/FORMER CLIENT/CUSTOMERS NO LATER THAN 2:PM ON 13 JUN 2001**

PAST PERFORMANCE QUESTIONNAIRE FOR
SOLICITATION NUMBER DACA09-01-R-0003**(TO BE SUBMITTED BY OFFEROR'S CURRENT/FORMER CLIENT/CUSTOMER)**

The contractor listed below is being considered in a Source Selection by U.S. Army Corps of Engineers, Los Angeles District, Los Angeles, CA. It would be appreciated if you would provide us with comments regarding the contractor's past performance. Your comments are considered Source Selection Sensitive, therefore, you are advised that the Federal Acquisition Regulation (3.104-5) prohibits the release of the names of individuals providing reference information about an offeror's past performance. In order to maintain the integrity of the source selection process, respectfully request that you do not divulge the name of the contractor nor discuss your comments on this questionnaire with any other individuals. **TO MEET THE ARMY'S NEED, THE REQUESTED INFORMATION MUST BE RECEIVED NO LATER THAN 2:00 P.M., 13 JUN 2001.** PLEASE SUBMIT YOUR RESPONSE VIA FACSIMILE OR MAIL TO: U.S. ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT, CONTRACTING DIVISION, ATTN: LUCIA A CARVAJAL P.O. BOX 532711, LOS ANGELES, CA 90053-2325, FAX: (213) 452-4187.

Handwritten completion of this questionnaire in ink is acceptable, if legible.

Please include evaluation of contractor's performance based solely on the performance for which the contractor was/is liable. Please do not let factors beyond the control of the contractor that have resulted in performance delays or other problems bias the evaluation of the contractor's performance.

Past Project Information:

Contractor (Prime/A-E):
Project Title/Contract Number:

Evaluator: (the following information will assist in the analysis of the data. Information will be kept confidential)

Name:	Date:
Phone No.:	Fax No.:
Address:	
Position held or function in relation to project:	

The following is a definition of the rating system used:

Exceptional: Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good: Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal: Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Ratings: In completing this questionnaire please circle a letter corresponding to your rating, or NA if you are unable to provide an evaluation for any area:

E=Exceptional, VG=Very Good, S=Satisfactory, M=Marginal, U=Unsatisfactory

Please provide clear and concise narrative explanations (both positive and negative) for your answers. This is especially important for any rating above or below satisfactory.

Please rate and provide any supporting information for the following: (Use additional sheets as needed)

1. The contractor's overall corporate management, integrity, reasonableness and cooperative conduct.
Rating: E VG S M U N/A
Comments:

2. The relationship between the contractor and owner's contract team.
Rating: E VG S M U N/A
Comments:

<p>3. The contractor's on-site management and coordination of subcontractors.</p> <p>Rating: E VG S M U N/A</p> <p>Comments:</p>
<p>4. The contractor's performance on delivery of quality work.</p> <p>Rating: E VG S M U N/A</p> <p>Comments:</p>
<p>5. The contractor's quality control (CQC) system.</p> <p>Rating: E VG S M U N/A</p> <p>Comments:</p>
<p>6. The contractor's ability to meet the performance schedule.</p> <p>Rating: E VG S M U N/A</p> <p>Comments:</p>
<p>7. What did the contractor do to improve schedule problems, if any?</p> <p>Rating: E VG S M U N/A</p> <p>Comments:</p>
<p>8. The contractor's ability to provide the required work at a reasonable total price.</p> <p>Rating: E VG S M U N/A</p> <p>Comments:</p>
<p>9. The contractor's compliance with labor standards, if applicable.</p> <p>Rating: E VG S M U N/A</p> <p>Comments:</p>

<p>10. The contractor's compliance with safety standards and/or number of incidents. Rating: E VG S M U N/A Comments:</p>
<p>11. Has the contractor been given any of the following: Cure notice, show cause, letters of reprimand, suspension of payments, termination? If yes, please explain.</p>
<p>12. Would you award another contract to this contractor? If no, please state reasons for not recommending this contractor additional work.</p>
<p>13. Was the customer satisfied with the end product?</p>
<p>14. Has the contractor been provided an opportunity to discuss any negative performance ratings? If so, what were the results?</p>
<p>15. OVERALL RATING_____</p>
<p>Please provide any additional comments (use additional sheets if necessary):</p>

SECTION 00110 PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS

- 1.0 GENERAL REQUIREMENTS
- 2.0 WHO MAY SUBMIT
- 3.0 SUBMISSION REQUIREMENTS, PHASE 1
- 4.0 PHASE 1, TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS
- 5.0 PROPOSAL EXPENSES AND PRE-CONTRACT COSTS

SECTION 00110 PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS**BEST VALUE - TWO PHASE DESIGN-BUILD****PART 1 GENERAL****1. GENERAL REQUIREMENTS:**

- 1.1. This is a “Best Value” two-phase design build solicitation for Design and Construction Services for use on Projects that Support Programs and Projects under the Management Responsibility of the South Pacific Division, U.S. Army Corps of Engineers. The contract description and overall performance requirements for this contract are included in this RFP package. The design and construction criteria for a given project will be included in the Phase II RFP package to be furnished by amendment. The solicitation criteria rely predominately upon industry standards and performance oriented requirements, where allowable, to afford the offeror a degree of design flexibility while meeting certain specific project requirements. The successful Contractor must design and construct complete a usable facility, as described in the RFP documents provided during Phase 2, and issued by amendment.
- 1.2. In Phase 1 of the solicitation process, offerors submit a “Qualifications” proposal only, without extensive design information and without a price proposal. The full Quality/Technical Proposal (technical-design and performance capability) are submitted in Phase 2, after the initial short list of the most highly qualified firms, fifteen total, has been established. During Phase I, the Government will only evaluate the comparative technical approaches, relative capabilities, and past performance of the competing firms.
- 1.3. Submit your proposal or packages to the Corps of Engineers at the address shown in Block 8 of Standard Form 1442. The Government must receive your proposal no later than the time and date specified in Block 13 of Standard Form 1442.
- 1.4. Instructions for preparation and organization of Phase 1 proposals is summarized below.
 - 1.4.1. PHASE 1 PROPOSALS (TECHNICAL APPROACH AND PERFORMANCE CAPABILITY).
Submit information in Phase 1 proposal, which address the following areas (1) Specialized Experience and Technical Competence, (2) Capability to perform, (3) Past Performance of Offerors team (including A-E and Construction Members, and (4) Past Performance on Utilization of Small, Small Disadvantage and Women-Owner Small Businesses.
 - 1.4.2. PHASE 2 PROPOSALS. **To be issued by Amendment. Do not submit this information in Phase 1.**
Submit Phase 2 proposals in three separate volumes, Volume 1, (PARTIAL DESIGN SUBMISSION), Volume 2 (PRO FORMA REQUIREMENTS), and Volume 3 (FINANCIAL STATEMENT). Submit information in Volume I, which addresses and/or includes (1) Design Presentation, (2) Key Personnel Experience and Qualifications, (3) Preliminary Quality Control Plans, and (4) Preliminary Project Schedule.
- 1.5 In order to effectively and equitably evaluate Phase 1 and Phase 2 proposals, the Source Selection Board must receive information sufficiently detailed to clearly describe the Offeror’s technical approach and performance capabilities.

2.0 WHO MAY SUBMIT IN PHASE 1:

- 2.1 Firms formally organized as Design-Build entities, design firms and construction contractors that have associated specifically for this project, or any other interested parties may submit proposals. In the latter case, the association may be a joint venture or a subcontractor. For the purposes of this solicitation, no distinction is made between formally organized design-build entities and project-specific design-build associations. Both are referred to as the design-build

offeror (or simply “offeror”) or the design-build contractor (or simply “contractor”) after award of a contract.

- 2.2 Any legally organized offeror may submit a proposal, provided that the offeror or offeror’s subcontractor has, on its permanent staff, professional architects and engineers, registered in the appropriate technical disciplines provided that the requirements specified in DESIGN CONTRACT CLAUSE, “Requirements for Registration of Designers”, are met. All designs must be under the direct supervision of appropriately licensed professionals.

3.0 SUBMISSION REQUIREMENTS, PHASE 1: *The Technical Proposal will consist of all information and material submitted or provided in writing for evaluation in response to the Technical Evaluation Factors and criteria specified below and in Section 00120 of this solicitation.*

3.1 PAST PERFORMANCE OF OFFEROR’S TEAM (INCLUDING A-E AND CONSTRUCTION MEMBERS)

- 3.1.1 Details: Every cited example must indicate the general scope and the firm’s role in the previous projects (prime, subcontractor, or as a joint venture). Identify the firm’s role in the joint venture. Provide the location, cost, extent and type of subcontracting, and date of completion of the project. Include the offeror’s assigned performance evaluation of each (e.g., outstanding, satisfactory or unsatisfactory). Provide an explanation, if unsatisfactory. Where applicable, explain facts related to any partial or completely terminated project and disclose any job with an assessment of liquidated damages for failure in meeting completion dates. Provide references with contact names and telephone numbers. The Government Reserves the right to verify previous performance by reviewing the Corps of Engineers Construction Contractor (or Architect/Engineer) Appraisal Support System (CCASS/ACASS) or to interview owners or references. **The contractor’s attention is directed to Section 00100, Past Performance Questionnaire. This Questionnaire (minimum of 1/ maximum of 3 for each PROJECT) is to be submitted by the Offerors current and former clients/customers by 2 PM on 13 Jun 2001. Refer to Section 00120 for additional details.**
- 3.1.2 Offerors shall demonstrate recent experience in Design Build Contracts.
- 3.1.3 Prime Contractor: Provide examples of construction Design Build projects, within the last three years, in which the prime contractor has been involved.
- 3.1.4 Design Firm(s) and Subcontractor Design Consultants: Provide examples of Design Build projects, within the last three years, in which each design firm and subcontractor design consultant has been involved.
- 3.1.5 Key Subcontractor (s): Provide examples of Design Build construction projects, within the last 3 years, in which key subcontractor (s) have been involved.
- 3.1.6 Joint Ventures: If offeror represents the combining of two or more companies for the purposes of this RFP, then each company must list Design Build project examples.

3.2 CAPABILITY TO PERFORM

This factor consists of the contractor’s organization, specific personnel, specialized experience, and quality control. Organize the submitted material sequentially under tabs, to facilitate evaluation. Demonstrate bonding capability for providing the design/build services for this contract. This information shall be in the format of a letter of current bonding capacity from a bonding company and will be considered a pass/fail element of the evaluation process. Offerors submitting a proposal under the unrestricted part of this solicitation shall demonstrate bonding capability of \$20 million for a single project and \$80 million for multiple projects. Offerors

submitting a proposal under the 8 (a) or Small Business part of this solicitation shall demonstrate bonding capability of \$5 million single project and \$20 million multiple projects. If the offeror can not demonstrate sufficient bonding capacity during Phase I evaluation, as described above, further consideration of the proposal will be terminated and the offeror will be rejected.

- 3.2.1 Identify and describe your proposed organization to manage and execute the design, construction, training, and warranty support, in a narrative and in the organization chart.
- 3.2.2 Narrative. Address each of the following items, as applicable.
 - 3.2.2.1 Identity: If there is a joint venture association of firms, identify the individual firms, describe the nature of the association and clearly identify contractual responsibility of each firm
 - 3.2.2.2 If you are a construction contractor and elect to award a subcontract to an Architect-Engineer or multiple design firms for the design, the narrative shall clearly identify all firms and contractual responsibilities established between all firms.
 - 3.2.2.3 Home Office Support and Commitment: The organization must provide for a sole source of responsibility for both design and construction. Describe the home office organization, responsibility and lines of authority established for a proposed project. Describe your capability and commitment to support the design and onsite management team.
 - 3.2.2.4 Other Work: Describe your resources available to support this contract/project concurrently with other projects ongoing or new work. State why your construction firm(s) is especially qualified to undertake this project.
 - 3.2.2.5 Design Organization: Describe the organization, responsibilities and line of authority established to complete a proposed design. Describe the resources available to support and accomplish a proposed design concurrently with other projected ongoing or new work. Describe the responsibility of the designer(s) during the construction phase. State why your design firm (s) is especially qualified to undertake this proposed contract.
 - 3.2.2.6 Onsite Design-Construct Management Team: Describe the onsite design-construct management team organization. Also, describe your plan for managing subcontract acquisition, execution, and administration.
 - 3.2.2.7 Quality Control Team: Describe the quality control team organization. Identify where each position will be physically located (e.g., field office, home office, designer's office, etc.)
 - 3.2.2.8 Warranty Support: Describe the organization to be established for warranty support.
 - 3.2.2.9 Self-Performed Work: Identify what construction parts of the project are typically self-performed by in-house forces and the related cost for each part, as defined below. Provide and illustrate the calculation for "percent of self-performed work", in accordance with the definitions below.
 - 3.2.2.9.1 Definitions regarding self-performance of work by the Prime Contractor, in accordance with Special Clause: "Performance of

Work by the Contractor” FAR 52.236-1) (applies to Unrestricted)(15% minimum)

- 3.2.2.9.2 “Self-Performance of work” generally includes mobilization and utilization of owned or rented plant and equipment to be operated by the prime contractor’s own employees; only those materials which will be both purchased and installed by the Prime’s own forces; labor associated with those aforementioned materials or equipment; only those supplies to directly support work performed by the contractor’s own employees; performance by the contractor’s own employees of design work, land surveys and other engineering or technical specialist services required by the contract; and the contractor’s own job overhead costs. Prime contractor mark-up for profit, general and administrative overhead, bonds, or other indirect costs on self-performed or subcontracted work are not self-performed work. Owner-operated equipment, rental of plant, or equipment for operation by subcontractors or purchase of materials for installation by subcontractors is not self-performed work.
- 3.2.2.9.1.2 “On the Site” include the construction site(s) as well as offsite fabrication, plant or other facilities necessary to manufacture assemblies or provide materials to be incorporated into the construction project
- 3.2.2.9.1.3 “Total amount of work to be performed under the contract” is comprised of all direct (variable, fixed, one-time and semi variable) costs to the contractor, including jobsite overhead costs, to construct the project. It generally includes all self-performed work, as defined above, and cost of all supplies, materials and subcontracts. It does not include design costs, home or branch office overhead cost or prime contractor markups for bond, profit, etc.
- 3.2.2.9.3 Self-Performed Work: Identify what parts of the project will be “self-performed” by in-house forces and the related cost for each part, as defined below. Provide and illustrate the calculation for “percent of self-performed”, in accordance with the definitions below.
- 3.2.2.9.4 Definition regarding self-performance of work is the Prime Contractor, in accordance with Contract Clause: “Limitation on Subcontracting” (applies to Small Business and 8(a) only).(15% General Construction).
- 3.2.2.9.5 The work in this contract is “general construction” for the purposes of Contract Clause “Limitations on Subcontracting”.
- 3.2.2.9.6 “Self-Performed work” generally includes costs for: mobilization and utilization of owned or rented plant and equipment to be operated by the contractor’s own labor to fabricate or to install materials into the finished construction; performance by the contractor’s own employees of design work, land surveys and other engineering or technical specialist services required by the contract; supplies to directly support the aforementioned work to be accomplished by the contractor’s own employees; and the contractor’s own job overhead costs. Contractor markups for profit, general and administrative overhead, bonds, or other indirect costs

on “self-performed” or subcontracted work are not “self-performed work” and are to be excluded from “total cost of the contract” for calculation purposes. Rental of plant or equipment for operation by subcontractors is not “self-performed work” but shall be included in the “total cost of the contract” for calculation purposes. Cost of materials to be incorporated into the work and supplies to support other than construction by the contractor’s own employees are excluded from the above definition. Do not include these costs in the calculation.

- 3.2.2.9.7 “Total cost of the contract” means the total direct (variable, fixed, one-time and semi-variable) costs to the contractor, including jobsite overhead costs but excluding the cost of any materials to be incorporated into the work, to construct the project. It generally includes the cost of all self-performed work, as defined above, and all supplies and subcontract costs. The cost of subcontractor furnished materials will be excluded only to the extent that they can be segregated and identified in the subcontractors’ proposals.
- 3.2.2.9.8 “Percent of self-performed work” is calculated by dividing the above defined cost of “self-performed work” by the “total cost of the contract” and multiplying the result by 100%

3.3 SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE

Offer shall demonstrate experience. Use the following format.

- 3.3.1 Prime Contractor: Provide examples of projects, within the last 3 years, in which the prime contractor has been involved in Design Build projects.
- 3.3.2 Design Firm(s): provide examples of projects, within the last three years, in which each design firm has been involved in Design Build projects.
- 3.3.3 Key Work Features: Provide examples of projects demonstrating experience within the last 3 years, in each of the key work features identified in the organization narrative, if to be self-performed. If not to be self-performed, provide examples of jobs which each subcontractor performed, within the last 3 years, related to their subcontract. Clearly describe the work each firm performed and their experience.
- 3.3.4 Design-Build Experience:
- 3.3.4.1 Constructor/Key Subs and/or Designer: Include examples, within the last 3 years (5 years for design firms), of design/build projects, in which the designer and/or constructor or key trade subcontractors have been involved, if any.
- 3.3.4.2 Team Experience: Identify any projects which the designer and (prime) constructor have previously contractually teamed together to accomplish.
- 3.3.4.3 Joint Ventures: If offeror represents the combining of two or more companies for the purposed of this RFP, then each company must list project examples, related to its role.
- 3.3.4.4 Details: Every cited example above must indicate the general scope and the firm’s role in the project (prime, subcontractor, or as joint venture). Identify

the firm's role in the joint venture. Provide the location, cost, extent, and type of subcontracting, and date of completion of the project. Include the offerors assigned performance evaluation of each (e.g., outstanding, satisfactory or unsatisfactory) provide an explanation, if unsatisfactory. Where applicable, explain facts related to any partial or completely terminated project and disclose any job with an assessment of liquidated damages for failure in meeting completion dates. Provide references with contact names and telephone numbers. The Government reserves the right to verify previous performance by reviewing the Corps of Engineers Construction Contractor (or Architect-Engineers-Appraisal Support System (CCASS/ACASS) or to interview owners or references.

3.5 Past Performance on Utilization of Small, Small Disadvantaged and Women-Owned Small Businesses.

- 3.5.1 All offerors must identify their efforts to comply with FAR Clause 52.219-8, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns. Large business offerors must provide details of efforts on previous projects containing subcontracting plans that clearly represent, through facts and details, the offerors efforts to comply with FAR Clause 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan. Information provided may be relative to any similar utilization and subcontracting plan requirements on non-government contracts. The information is to be limited to projects performed within the past three years.

After evaluating Phase 1 proposals, the maximum number of offerors that will be selected to submit Phase-two proposals is (15) fifteen of the most highly qualified offerors. The requirements for Phase 2 proposals will be provided by amendment.

4.0 TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS, PHASE 1

- 4.1 Offerors shall organize their Proposal as described and outlined below. The contractors name, RFP number, and date shall be affixed to the out side of the binder. The binder shall have a table of contents at the beginning of the data indicating the tab and number of pages included in each. Failure to follow this format may result in the proposal being deemed unacceptable and may be rejected. The submission of false or misleading information may be grounds for disqualification of the proposal. The proposals shall be in an 8-1/2" x 11" format bound as a single document, single sided or double-sided pages (double sided pages count as two pages) are acceptable. Condensed print is not permitted. The data required in Tab 1 is not counted in the overall 40-page requirement. The proposals shall be sequentially numbered on each page starting at Tab 2. The total number of pages allowed for Tabs 2 – 5 shall not exceed 40 pages. The contractor may distribute the use of pages in each Tab (2-5), but the total number of pages for all Tabs shall not exceed 40. **The contractor shall provide one original and seven copies of the proposal.** The information in each Tab shall be as follows.

TAB 1: a. SF 1442 (Solicitation, Offer and Award)

- b. Certificate of Corporate Principal
- c. Section 600, Representations and Certifications (fully executed)
- d. Letter of Current Bonding Capacity

TAB 2: FACTOR 1: Past Performance of Offeror's Team (Including A-E and Construction Members)

TAB 3: FACTOR 2: Capability to Perform

TAB 4: FACTOR 3: Specialized Experience and Technical Competence

TAB 5: FACTOR 4: Past Performance on Utilization of Small, Small Disadvantaged and
Women-Owner Small Business

5.0 PROPOSAL EXPENSES AND PRE-CONTRACT COSTS: This RFP does not commit the Government to pay costs incurred in preparation and submission of initial and subsequent proposals or for other costs incurred prior to award of a formal **contract**.

SECTION 00120 PROPOSAL EVALUATION AND SELECTION OF PHASE I OFFERORS

PART 1

1.0 GENERAL 2

2.0 EVALUATION PROCESS..... 2

3.0 EVALUATION FACTORS, PHASE 1 2

4. SELECTION & AWARD, PHASE 2 4

5. EVALUATION FACTORS PHASE 1: 4

6. EVALUATION FACTORS PHASE 2: TO BE PROVIDED BY AMENDMENT. 8

SECTION 00120 PROPOSAL EVALUATION AND SELECTION OF PHASE 1 OFFERORS

1.0 GENERAL

- 1.1** Section 00110, *in conjunction with this Section*, describes the proposal submission requirements and instructions. A Source Selection Evaluation Board (SSEB), composed of representatives of the Corps of Engineers, will evaluate the proposals. The SSEB will utilize technical advisors in the evaluation process, as necessary. The number and identities of Offerors are not revealed to anyone not involved in the evaluation and award process or to other offerors. The SSEB will evaluate proposals, using the significant factors described in this part. **NOTE: After evaluating Phase 1 proposals the maximum number of offerors that will be selected to submit Phase 2 proposals is (15) fifteen of the most highly qualified offerors. The evaluation from Phase-one will be included in the evaluation of Phase-two to form the basis of the award(s).**

2.0 EVALUATION PROCESS

- 2.1** The evaluation process for phase-one essentially consists of three parts: proposal compliance review, technical/quality evaluation, and past performance evaluation. At the conclusion of the Phase 1 evaluation process, the SSEB will recommend to the Source Selection Authority those fifteen proposals that are determined to be the most highly qualified.
- 2.1.1** Proposal Compliance Review: This is an initial check by Contracting Division on the basis of solicitation requirements. This review may eliminate those proposals, which fail to provide both a Technical/Quality proposal and letter of current bonding capacity.
 - 2.1.2** Technical/Quality Evaluation: The SSEB, using technical advisors, if necessary, will evaluate only those proposals passing the first review, above. Technical/quality evaluation consists of an evaluation utilizing the adjectival ratings system.
 - 2.1.3** Past Performance: The SSEB will perform a risk assessment considering the degree of success of the D-B team's recent experience. The primary areas of evaluation are past Quality of Product or Service, Timeliness of Performance, Cost Control, Business Relations, and Subcontractor, Teaming and/or Joint Venture Partner's Past Performance.

3.0 EVALUATION FACTORS, PHASE 1

- FACTOR 1: PAST PERFORMANCE OF OFFEROR'S TEAM (INCLUDING A-E AND CONSTRUCTION MEMBERS)**
- FACTOR 2: CAPABILITY TO PERFORM**
- FACTOR 3: SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE**
- FACTOR 4: PAST PERFORMANCE ON UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED BUSINESS.**

3.1 METHOD OF PROPOSAL EVALUATION

Proposal evaluation is an assessment of the proposal and the Offeror's ability to perform the prospective contract successfully. The Government will evaluate proposals and then assess their relative qualities solely on the factors specified in the solicitation. Evaluation will consist of reviewing past performance information and technical proposal responses to the technical factors found in this section. An analysis of the past performance information and technical proposal responses will be conducted and will result in a past performance rating based upon performance

risk, technical merit and proposal risk. The Government will document the relative strengths, deficiencies, significant weaknesses, and risks of each proposal.

Cost or price evaluation. In Phase 2, price or cost to the Government will be evaluated and considered but will not be scored or combined with other aspects of the proposal evaluation. The proposed cost or price will be analyzed for reasonableness. It may also be analyzed to determine whether it is realistic for the work to be performed; reflects a clear understanding of the requirements; and is consistent with the Offeror's technical proposal. Since this is a fixed price contracts, all offers with separately priced line items or sub line items will be analyzed for unbalanced pricing.

Quality. The quality of the product or service is addressed in every source selection through consideration of one or more non-cost evaluation factors. The non-cost factors that apply to this acquisition are identified herein.

Relative importance of cost/price to other factors.

Award will be made to that offeror whose proposal contains the combination of those criteria offering the best overall value to the Government. This will be determined by comparing differences in the evaluation of non-cost technical and management features with differences in cost to the Government. Cost will be of equal importance to the non-cost evaluation.

In making this comparison, all evaluation factors other than cost or price, when combined, are approximately equal to cost or price. The Government is concerned with striking the most advantageous balance between technical and management features and cost to the Government.

The degree of importance of cost could become greater depending upon the equality of the proposals for the other non-cost evaluation factors. Where competing proposals are determined to be substantially equal, cost factors would become the controlling factor.

Risk Assessment. The two types of risk evaluated as part of this source selection process are proposal risk and performance risk. Proposal risks are those associated with an Offeror's proposed approach in meeting the requirements of the solicitation. It is an assessment that is integral to the evaluation of technical merit for each factor (except for past performance, as indicated below). Performance risks are those associated with an Offeror's likelihood of success in performing the solicitation's requirements as indicated by that Offeror's record of past performance. Performance risk is assessed separately from the other technical merit evaluation factors under the Past Performance evaluation factor.

PERMISSIBLE EXCHANGE WITH OFFERORS PRIOR TO EITHER AWARD WITHOUT DISCUSSIONS OR ESTABLISHMENT OF THE COMPETITIVE RANGE

Selection Without Discussions: It is the intent of the Government to make selections based on initial offers, without conducting further discussions or requesting additional information. Therefore, proposals should be submitted initially on the most favorable terms. If discussions are conducted, the Government, after receipt of Final Proposal Revisions, will evaluate supplemental information provided by the offerors. Selections will be made on the basis of the best proposals of the most responsible offerors, whose proposals conform to the requirements of the Request for Proposals.

Clarifications: If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of proposal.

Communications: If the Government is not able to make award without discussion, the Government may exchange communications with Offerors for the purpose of addressing issues that must be explored to determine whether a proposal should be placed in the competitive range. These communications will not provide an opportunity for the Offeror to revise its proposal, but may be considered by the Government in rating proposals for the purposes of establishing the competitive range.

Discussions: When negotiations are conducted in a competitive acquisition, they take place after establishment of the competitive range and are called discussions. These discussions, if held, will be conducted by the Government with

each Offeror within the competitive range and will be tailored to each Offeror's proposal. The Government will indicate to each Offeror still being considered for award the significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, an terms and conditions) that could, in the opinion of the Government, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. Discussions may be held orally or in writing. During the conduct of discussions, the Contracting Officer may request or allow proposal revisions to document understandings reached during negotiations.

Elimination from the competitive range: An Offeror originally in the competitive range that is no longer considered to be among the most highly rated Offerors being considered for award may be eliminated from the competitive range after discussions have begun. The Offeror may be eliminated whether or not all material aspects of the proposal have been discussed or whether or not the Offeror has been afforded an opportunity to submit a proposal revision. If an Offeror's proposal is eliminated or otherwise removed from the competitive range, no further revisions to that Offeror's proposal will be accepted or considered.

Final Proposal Revision: At the conclusion of discussions, each Offeror still in the competitive range will be given an opportunity to submit a final proposal revision.

4. SELECTION & AWARD, PHASE 2

The Phase 1 evaluation process will provide an opportunity to the offerors (maximum of fifteen of the most highly qualified offerors) remaining in the in the selection process to submit proposals for the Phase 2 selection process. The evaluation from Phase 1 will be included in the evaluation of Phase 2 to form the basis of the award(s). Award of the Design-Build contracts (after evaluation of Phase 2) will be made to the firms (minimum of seven), which, represents the best value to the Government based on performance risk, technical merit and proposal risk, price/cost and other pertinent factors using the tradeoff process described in FAR 15.101-1 and FAR 15.3. The process permits trade-offs among cost/price and non-cost factors and allows the Government to consider award to other than the offeror with the lowest price or other than the offeror with the highest rating based on non-cost considerations. The Government reserves the right to make award to other than the lowest priced offeror, price and other factors considered.

5. EVALUATION FACTORS PHASE 1:

All the Evaluation Factors listed are of equal importance. This information is also provided in Section 00110.

FACTOR 1: PAST PERFORMANCE OF OFFEROR'S TEAM (INCLUDING A-E AND CONSTRUCTION MEMBERS

Demonstrate the past performance (how well you did on what you have accomplished) of the team (firm-level data) to complete a design/build contract. This section may be in any format.

Inaccurate or out-of-date information (name, phone number, address) shall be considered non-responsive.

An offeror with no past performance relevant to specific major features of this solicitation must so state. The offeror will, in this case, neither be scored favorably or unfavorably for this Factor.

- **Design Team Past Performance on Relevant Projects:** Provide *information on* all industrial/construction type projects with a construction value in excess of \$7.5 million completed in the past 3 years. Submit between one and three client references (refer to Past Performance Questionnaire found at Section 00100) for each project for the category of design. Provide the project description for each and your involvement with the project. Submit references having knowledge of your demonstrated performance. References shall include a name of contact, title, address, and telephone number.

Evaluation: For design projects presented, the following items will be reviewed:

- Quality of the offeror's product or service
 - Timeliness of performance (adherence to contract's schedule including the administrative aspects of performance)
 - Commitment to customer satisfactions
 - Record of reasonable and cooperative behavior
letters of appreciation and so forth (optional)
- **Construction Team Past Performance on Relevant Projects:** Provide *information on* all industrial/*construction* type projects with a construction value in excess of \$5 million completed in the past 3 years. Submit between one and three client references (refer to Past Performance Questionnaire found at Section 00100) for each project for the category of construction. Submit references having knowledge of your demonstrated performance. References shall include a name of contact, title, address, and telephone number. Provide the project description for each and your involvement with the project.

Evaluation: For construction projects presented, the following items will be reviewed:

- Quality of the offeror's product or service and operability and maintainability of the completed facility.
 - Timeliness of performance (adherence to contract's schedules including the administrative aspects of performance)
 - Commitment to customer satisfaction
 - Record of reasonable and cooperative behavior
 - Record of subcontractor management, dependability, safety, and health record.
 - Cost growth in terms of contractor initiated change orders.
 - Letters of appreciation and so forth (optional)
- **Offeror's Past Performance on D-B Projects:** Provided *information on* all design-build type projects with a construction value in excess of \$5 million completed in the past 3 years. *If you do not have Design-Build experience in Projects greater than \$5 million, please submit information on the Design-Build Projects you have completed within the last 3 years.* Submit between one and three client references (refer to Past Performance Questionnaire found at Section 00100) for each project for the category of construction. Provide the project description for each and your involvement with the project. Submit references having knowledge of your demonstrated performance. References shall include a name of contact, title, address, and telephone number.

Evaluation: For Design-Build Past Performance, the following will be reviewed:

- *To evaluate the magnitude and complexity of projects completed within the last 3 years.*
- To evaluate Offeror's level of success with the design-build processes.
- To evaluate if such level of success correlates to that needed for contract beings sought.

FACTOR 2: CAPABILITY TO PERFORM

Demonstrate the technical approach of the team (firm-level data) to complete this contract using a design/build process. ***Organize the information required under Item 3.2 of Section 00110 in the following manner:***

1. **Project Organization/Responsibility/Commitment:** describe *in narrative form*, how the team will be structured, i.e. list all firms (in general terms) involved (consultants/sub-contractors) and the responsibility

of each firm for this contract.

2. **Provide a proposed organizational chart, identifying lines of authority and communication of all firms (design and construction).**
3. **Provide a letter of commitment** from each firm (providing either design and /or construction services for this contract noting their current intentions to commit to join the Proposer to complete this a project should Proposer by awarded the contract. The letters must be on the respective firms letterhead and signed by a principal of the firm. **These letters do not count against the allowable page count for this factor.**

Evaluation: For Organization/Responsibilities/Commitment, the following will be reviewed:

- *Narrative's completeness and soundness for addressing the identity, Home Office support and commitment, Other Work Capability, Design Organization, Onsite Design-Construct Management Team, Quality Control Team, Warranty Support, and Work to be self- performed.*
 - Company/firm organization chart for completeness, reasonableness, lines of authority, lines of communication (not looking for individuals to be listed)
 - Letters of commitment for completeness, resource commitment, letterhead, and signature by principal of firm.
 -
4. **Proposed Management Control System Relating to Quality:**
 Demonstrate ability to control quality through the design development and construction of the project. Present brief plans to demonstrate methods to be used to control this area of concern throughout the design process and the construction process.

Evaluation: For quality control, the following will be reviewed:

- Soundness of Offeror's approach for control of the design process and product.
 - Soundness of Offeror's approach for control of the Construction process and product.
 - Qualifications of Contractor Quality Control personnel
5. **Bonding Capacity (Pass/Fail Element):** Assume a single project at \$20 million and multiple projects total at \$80 million for unrestricted proposers. Assume a single project at \$5 Million and multiple projects total at \$20 Million for Small Business and 8 (a) proposers.

Demonstrate bonding capability for providing the design/build services for this contract. This information shall be in the format of a letter of current bonding capacity from a bonding company.

Evaluation: For bonding capacity, the following will be reviewed:

- o This is a pass/fail element --- If the offeror can not demonstrate sufficient bonding capacity during Phase I evaluation, as described above, further consideration of the proposals will be terminated and the offeror will be rejected.

FACTOR 3: SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE

Offeror's Design-Build Experience

Provide information on no more than three design/build type projects (each within the \$5 million to \$25 million cost range), current (100% design complete and at least 50% of construction complete at time of submission) or completed in the last three years that best demonstrates the Offeror's experience with the design/build process. (Include Project name, project description, date of completion and construction cost, client, role of the firm on the project, ***degree of involvement and responsibility, and range of duties performed by the proposed key personnel for the current acquisition in the projects selected to demonstrate the proposed Team's design and construction experience. If none of the key personnel for the proposed current acquisition had significant involvement in the referenced project, you should so indicate, at a minimum, you should identify the Project Architect, Landscape Architect, Civil Engineer, Mechanical Engineer, Electrical Engineer, Project Manager, (on-site vs. corporate level) On-Site (field) Construction Superintendent, Dedicated/Full time Engineer/Manager/Inspector with the primary responsibility for on-site quality control and the on-site Safety Manager.*** This applies to the Offeror as the prime on these design-build projects.

Evaluation: For Design-Build Experience, the following will be reviewed:

- To evaluate Offeror's level of experience with the design-build processes.
- To evaluate if such experience correlates to that needed for the contract being sought..

FACTOR 4: PAST PERFORMANCE ON UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN OWNED BUSINESS

This contract covers a wide geographical area with diverse markets in the neighboring communities of our Customers.

Submittal requirements. What is your plan to integrate your team into the local markets where work may be performed? Discuss your general strategy for integrating into local markets.

Small Business Subcontracting. The following goals are considered reasonable and achievable during the performance of this contract. Please provide the amount of subcontracting you intend to perform using the following table:

Total amount of contract to be subcontracted: _____ %

In the table below, identify the % expected to go to the following types of businesses:

BUSINESS TYPE	% GOAL	PROPOSED %
a. Large Business	0%	
b. Small Business (Includes b, c, d, e, f & g)	65%	
c. Small Disadvantaged Business	10%	
d. Small Women-Owned Business	5%	
e. Historically Black Colleges and University/ Minority Institutions (Where applicable)	5.5%	
f. American Veteran Owned Small Businesses	3%	
g. HubZone Small Businesses	1.5%	

Please describe in detail the steps you intend to take to achieve these proposed goals. Discuss how your firm plans to identify, commit and utilize Small, Small Disadvantaged, Small Women-Owned, Historically Black Colleges and Universities/Minority Institutions Business, (where applicable), American Veteran Owned Small Business and HubZone Small Business concerns as team members, subcontractors and suppliers in performance of this contract. In

addition, address how you will monitor your performance.

Past Performance in meeting Small Business goals. Demonstrate how goals for Small, Small Disadvantaged, Small Women Owned and Historically Black Colleges and University/Minority Institutions (where applicable), American Veteran Owned Small Business, and HubZone Small Business participation were satisfied on previous contracts. Firms without a history of past performance will receive a neutral rating for this element.

Evaluation: Proposal will be evaluated for teaming and likelihood of success. In addition, the extent to which the contractor has historically been successful in establishing and meeting realistic yet challenging goals will be evaluated. The Organizational Chart and Responsibility Matrix may be utilized during the evaluation of this criterion.

Small Businesses ***are required*** to submit a discussion of this Factor; non-responses will receive neither a favorable nor unfavorable rating. However, small businesses should particularly state if they have utilized the above resources, have contributed to the development of or mentored other small business concerns, or plan to utilize them for the work described in this solicitation.

6. EVALUATION FACTORS PHASE 2: TO BE PROVIDED BY AMENDMENT.

END OF SECTION